

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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WINDWARD BORA LLC,

19-cv-03640-JMA-AKT

Plaintiff,

-against-

VLADIMIR TOBON,

Defendant(s).

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DECLARATION OF
REGULARITY IN
SUPPORT OF DEFAULT
JUDGMENT OF
FORECLOSURE
AND SALE

ALAN H. WEINREB, ESQ., hereby declares as follows:

1. I am a partner with the law firm The Margolin & Weinreb Law Group, LLP, attorneys for the Plaintiff, Windward Bora LLC, ("Windward" or "Plaintiff") and I am fully familiar with all the pleadings and proceedings heretofore had herein.
2. This action is brought to foreclose Mortgage made by Vladimir Tobon set out as follows: Mortgage dated March 1, 2006 made by Vladimir Tobon to Mortgage Electronic Registration Systems, Inc., as nominee for First Franklin a division of Nat. City Bank of IN, to secure the sum of \$79,500.00 and interest, recorded in Liber 21254, Page 460, in the Suffolk County Clerk's Office on March 14, 2006 (the "Mortgage"). Said lien covers premises known as 3 Perry Street, Brentwood, NY 11757. Also on March 1, 2006, Vladimir Tobon executed and delivered a Note to First Franklin a division of Nat. City Bank of IN in the amount of \$79,500.00 (the "Note"). Duly executed true and correct copies of the Mortgage and Note with endorsements and Allonges are annexed to the Complaint, which is annexed hereto as part of Exhibit 'A'.

3. The Mortgage was assigned by Assignments of Mortgage as follows:

- a. **Assignor:** MERS, Mortgage Electronic Registration Systems, Inc., as nominee for First Franklin a division of Nat. City Bank of IN
Assignee: Trinity Financial Services, LLC
Dated: June 3, 2014 **Recorded:** July 31, 2014, Liber 22511, page 279
- b. **Assignor:** Trinity Financial Services, LLC
Assignee: Bucks Financial V, LLC
Dated: June 16, 2014 **Recorded:** July 31, 2014, Liber 22511, page 280
- c. **Assignor:** Bucks Financial V, LLC
Assignee: Home Expo Financial Inc.
Dated: December 2, 2014 **Recorded:** July 30, 2015, Liber 22612, page 693
- d. **Assignor:** Home Expo Financial Inc.
Assignee: 2nd Chance Mortgages Inc.
Dated: January 29, 2015 **Recorded:** July 30, 2015, Liber 22612, page 694
- e. **Assignor:** 2nd Change Mortgages, Inc.
Assignee: Twin Tree Capital LLC
Dated: May 22, 2017 **Recorded:** August 14, 2018, Liber 22950, page 335
- f. **Assignor:** Twin Tree Capital LLC
Assignee: Windward Bora LLC
Dated: December 29, 2018 **Recorded:** May 20, 2019, Liber 23028, page 547

Copies of the Assignments of Mortgage are annexed to the Complaint, which is annexed hereto as Exhibit 'A'.

4. The Verified Complaint in this action was filed in the Clerk's Office of this Court on June 21, 2019. The Notice of Pendency of this action was filed in the Suffolk County Clerk's Office. Copies of the Summons, Complaint and Notice of Pendency are annexed hereto as Exhibit 'A'. Since their respective filings, neither the Notice of Pendency nor the Complaint have been amended to embrace real property other than that described in the original Complaint, or so to extend the Plaintiff's claim against the mortgaged premises.

5. Your Affirmant reaffirms and restates each statement set forth in the Affirmation in Support of Clerk's Entry of Default in support of Plaintiff's Request for Entry of Default, dated August 1, 2019, heretofore filed. [Docket No. 9]. On August 9, 2019, the Clerk entered the Certificate of Default against the Defendant. [Docket No. 10]. A copy of the Affirmation and the Clerk's Certificate of Default are annexed hereto as Exhibit 'B'.
6. In support of Plaintiff's Motion for a Default Judgment of Foreclosure and Sale, Plaintiff submits to this Court the Affidavit of Yonel Devico, Member of Windward Bora LLC, setting forth Plaintiff's Amounts Due and Owing ("Devico Affidavit"). As set forth in the Devico Affidavit, sworn to on the 21st day of August, 2019, there is due and owing to Plaintiff the principal sum in the amount of \$73,798.87, plus accrued interest, as of August 13, 2019, in the amount of \$35,793.00, for a total sum of \$109,591.87. The Devico Affidavit is annexed hereto as Exhibit 'C'.
7. As appears by the Affidavit of Service heretofore filed, Defendant was served with a copy of the Summons and Complaint and the Defendant has not answered, moved or appeared with respect thereto although the time for him to do so has expired and has not been extended by court order or otherwise. A copy of the Clerk's Certificates of Default is annexed as part of Exhibit 'B'.
8. Plaintiff does not request to recover attorneys' fees associated with the pursuit of this action.
9. No defendant herein is an infant, an incompetent or an absentee, and upon information and belief no defendant in default is in the military service as defined by law.
10. The mortgaged premises consist of one (1) parcel of land under one (1) tax lot located in the County of Suffolk, State of New York.

11. The proceedings herein have been regular and in accordance with the rules and practice of this Court.
12. No previous application has been made for the relief now sought.

WHEREFORE, it is respectfully requested that the Court appoint a Referee to sell the mortgage premises and that this Court ascertain and compute the amount due to Plaintiff for principal and interest, upon the Note and Mortgage mentioned in the Complaint herein; that the Plaintiff have judgment for the relief demanded in the Complaint herein; and that Plaintiff have such other and further relief as the Court may deem just and proper.

I HEREBY declare under penalty of perjury that the above statements are true and correct to be best of my knowledge, information and belief.

Dated: Syosset, New York
August 23, 2019

THE MARGOLIN & WEINREB
LAW GROUP, LLP

By: /s/ Alan H. Weinreb
ALAN H. WEINREB, ESQ.